

AGREEMENT

This Agreement is made this ____ day of _____, _____, by and between Fauquier County, a municipal corporation of the Commonwealth of Virginia, through its Department of Environmental Services (hereinafter referred to as the "Department") and _____ (hereinafter "Customer"). The masculine pronoun "he" is used herein to describe Customer without regard to his/her/its actual gender.

In consideration of the Department's consent to allow Customer to dispose of solid waste at Fauquier County's Landfill, Customer hereby agrees to abide by all federal, state, and local laws regarding hauling and disposing of solid waste while utilizing Fauquier County's Landfill. Customer also agrees to abide by all of the rules and regulations of the County's Landfill. If Customer, or any of his agents or employees, violates any of the above, Customer acknowledges and agrees that he is in default of this Agreement.

Customer further agrees to pay in full each of his Department of Environmental Services Account invoices by no later than the last business day of the month. In the event Customer defaults on this agreement to pay his account in full by no later than the last business day of the month, Customer hereby agrees to pay interest upon the principal of such account at the rate of 10% annually from the first day following the day such account is due. Additionally, Customer acknowledges and agrees that if he fails to pay his account in full and his account is sent to an attorney for collection, he will also pay a 10% penalty, which will be added to the gross amount of the account due.

Customer agrees to pay all expenses including court costs, litigation expenses, and reasonable attorney's fees incurred by the Department and/or County arising from any default of this agreement.

SEVERABILITY; PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances, other than those as to which it is held void, unenforceable or invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

CAPTIONS, TITLES, & HEADINGS

The captions and headings used herein are for ease and convenience of reference only and do not define or limit the contents of each paragraph.

CHOICE OF LAW AND VENUE

Department and Customer agree that this Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia and that any and all disputes and/or actions whatsoever arising from or pertaining to this Agreement shall be brought only in the courts of Fauquier County, Virginia.

ENTIRE AGREEMENT

This Agreement, together with Customer's Commercial Vehicle Registration(s), Corral Farm Procedures, and Credit Agreement (if applicable), represents the entire understanding between the parties. There are no collateral or oral agreements or understandings. This Agreement shall not be modified, changed, or terminated unless in writing of equal dignity signed by all parties.

WAIVER

Any particular waiver of any covenant or condition of this Agreement shall extend to the particular instance only and in the manner specified, and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions or rights hereunder.

BY SIGNING THIS AGREEMENT, CUSTOMER AFFIRMS THAT HE HAS READ, UNDERSTANDS, AND CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, Customer and Department have caused their names to be signed hereto by their appropriate officers, all after due authorization, on the day and year written above.

(Customer)

By: _____

(Officer's/Employee's Title)

COMMONWEALTH OF _____,
CITY/COUNTY OF _____, to-wit:

_____, acknowledged the foregoing instrument
before me this _____ day of _____, _____.

Notary Public

My commission expires:

Fauquier County Dept. of Environmental Services

Dept. Representative

(Title)